

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Amazon.com Services, LLC

**Cases 13-CA-275270,
13-CA-276695, 13-CA-
279376, 29-CA-278982,
29-CA-282693, and 29-
CA-284417**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE TO EMPLOYEES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places in all of the Charged Party's fulfillment centers, sortation centers, receive centers, specialty, and delivery stations nationwide in the United States, including all places where the Charged Party normally posts notices to employees in each of those facilities. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. If the Employer's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Employer's place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic.

ELECTRONIC POSTING OF NOTICE – After the Regional Director has approved this agreement, the Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on the news alert page of the Charged Party's A to Z application (app) and mobile website atoz.amazon.work, for employees of all facilities nationwide, and keep it continuously posted there for 60 consecutive days from the date it was originally posted. If any one of the Employer's places of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for keeping the Notice posted on its intranet will begin when the Employer's place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic. To document its compliance with this requirement, the Charged Party will submit a screen shot of the posting on the A to Z app and mobile website, along with a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov. Should further investigation or verification of the electronic posting become necessary, the Charged Party will provide access to the Compliance Assistant or Compliance Officer assigned to the case.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate, to the e-mail addresses the Employer has on file for all of its employees who have worked anytime during the time period since March 22, 2021 to today's date at any of Charging Party's facilities nationwide. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 13 of the National Labor Relations Board in Cases 13-CA-275270, 13-CA-276695, 13-CA-279376, 29-CA-278982, 29-CA-282693 and 29-CA-284417." If any one of the Employer's

places of business is currently closed due to the Coronavirus pandemic, the Employer will email the copy of the Notice to its employees when the Employer's place of business reopens. To document its compliance with this requirement, the Charged Party will e-file a copy of its distribution e-mail, with all of the recipients' e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s) – Cases 13-CA-275270, 13-CA-276695, 13-CA-279376, 29-CA-278982, 29-CA-282693 and 29-CA-284417 – including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. All other allegations in 13-CA-279376 and 29-CA-278982 not involving the implementation of the rule that off-duty employees are precluded from being on the Employer’s property until within 15 minutes before and after their shifts, are pending separate resolution and are not settled by the instant settlement agreement. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes (b) (6), (b) (7)(C) _____
Initials

No (b) (6), (b) (7) _____
Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its

right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Amazon.com Services, LLC			Charging Party in 13-CA-275270 (b) (6), (b) (7)(C)		
By:	Name and Title	Date	By:	Name and Title	Date
/s/	(b) (6), (b) (7)(C)	12/17/2021	/s/	(b) (6), (b) (7)(C)	12/21/2021
<hr/> (b) (6), (b) (7)(C)			<hr/> Print Name and Title below (b) (6), (b) (7)(C) an individual		
Charging Party in 13-CA-279376 (b) (6), (b) (7)(C)			Charging Party in 13-CA-276695 (b) (6), (b) (7)(C)		
By:	Name and Title	Date	By:	Name and Title	Date
/s/	(b) (6), (b) (7)(C)	12/20/2021	/s/	(b) (6), (b) (7)(C)	12/21/2021
<hr/> Print Name and Title Below (b) (6), (b) (7)(C) an individual			<hr/> Print Name and Title below (b) (6), (b) (7)(C) an individual		

<p>Charging Party in 29-CA-278982 (b) (6), (b) (7)(C)</p>			<p>Charging Party in 29-CA-282693 and 29-CA-284417 (b) (6), (b) (7)(C)</p>		
By:	Name and Title	Date	By:	Name and Title	Date
/s/	(b) (6), (b) (7)(C)	<i>12/18/2021</i>	/s/	(b) (6), (b) (7)(C)	<i>12/18/2021</i>
<p>Print Name and Title Below</p> <p>(b) (6), (b) (7)(C) an individual</p>			<p>Print Name and Title Below</p> <p>(b) (6), (b) (7)(C) an individual</p>		
Recommended By:		Date	Approved By:		Date
/s/ <i>J. Prokop</i>		<i>12/22/2021</i>	/s/ <i>Paul Hitterman</i>		<i>12/22/2021</i>
			Regional Director, Region 13		

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT, in retaliation for your engaging in union or protected concerted activities or otherwise, create, maintain, or implement any rules or policies that limit your access to non-working exterior areas of our facilities in the United States, such as our policy that restricts your access to non-working areas beyond 15 minutes of the start and end of your shifts.

WE WILL NOT, in retaliation for your engaging in union or protected concerted activities, tell you that you are in violation of the above-stated policy or any other off-duty policy by asking you to leave the premises because you were in the facility in non-work areas such as the breakroom or onsite medical unit during non-work time, while we allow other off-duty employees who are not participating in union or protected concerted activities to access those same areas.

WE WILL NOT tell you that you cannot be on our property, or that you need to leave our property 15-minutes after the end of your shift, or threaten you with discipline or that we will call the police, when you are exercising your right to engage in union or protected concerted activities by talking to your co-workers in exterior non-work areas during non-work time.

WE WILL NOT ask you about your union activity or about protected concerted activity, including by asking you why you are talking to your co-workers during non-work time on or off of our property.

WE WILL immediately, upon the approval of this Settlement Agreement by the Regional Director, Region 13, of the National Labor Relations Board, at each of our fulfillment centers and delivery stations in the United States, rescind and give no effect to the policies we issued and maintained that (1) restricts your access to non-working areas beyond 15 minutes of the start or end of your shifts, and (2) restricts access to the interior of the site or any working area, and **WE WILL** notify employees at each of our fulfillment centers, sortation centers, receive centers, specialty, and delivery stations nationwide that we have done so. In the event we wish to reinstate a lawful rule regarding off-duty employee access to our buildings, we will only do so after the 60-day posting period for the instant charges has concluded, and said notification to employees must also state that the rule will not be discriminatorily enforced against employees exercising in protected activity.